

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK
CENTRAL ISLIP DIVISION

IN RE: HILARY STREET,

Debtor.

Case No. 8-09-78070-reg

Chapter 7

FIRST NATIONAL BANK OF OMAHA,

Plaintiff,

Adv. No. 8-10-08016-reg

Hon. Robert E. Grossman

v.

HILARY STREET,

Defendant.

**CONSENT ORDER SETTLING ADVERSARY PROCEEDING
AND JUDGMENT EXCEPTING DEBT FROM DISCHARGE**

First National Bank of Omaha, by its attorney, Robert S. Cooper, Esq., having filed an Adversary Proceeding Complaint (Docket Entry No. 1), seeking an Order pursuant to 11 U.S.C. §523(a)(2)(A) that the Defendant's indebtedness to the Plaintiff is an exception to discharge, with interest from October 25, 2009, plus the Plaintiff's costs and disbursements incurred for the collection of this debt and of this action, and the Defendant, having appeared by her attorney, Fred S. Kantrow, Esq., and the abovementioned parties having subsequently entered into negotiations resulting in the agreement set forth herein, and having consented to the entry of this Order and Judgment, and upon all papers and proceedings had herein, and after due deliberation, it is hereby

ORDERED, DECREED, AND ADJUDGED, as follows:

1. Judgment be entered in favor of the Plaintiff and against the Defendant in the amount of \$11,864.93, plus interest at the annual rate of 9% from October 25, 2009,

2. The Judgment shall be nondischargeable pursuant to 11 U.S.C. §523(a)(2)(A), and will survive any Order of discharge in this and any subsequent case,

3. Execution of said Judgment shall be stayed unless and until the Defendant fails to pay to the Plaintiff the sum of \$7,200.00 (without interest), payable at \$150.00 a month, with the first payment being due on December 1, 2010, and each subsequent payment being due by the first day of each and every month thereafter until the entire amount set forth in this paragraph has been paid in full; Although the due date for each monthly payment is the first day of each month, the Defendant shall have until the fifteenth day of each month to make the monthly payment; The Defendant shall have the right to prepay at any time, without penalty, the unpaid balance of the settlement amount set forth in this paragraph;

4. Payment of the sums specified in paragraph 3 above, shall be made payable to "Robert S. Cooper, Esq., as attorney for First National Bank of Omaha", with the account number "xxxx-xxxx-xxxx-2070" written on each check, and payments shall be sent to: Robert S. Cooper, Esq., 1425 Jefferson Road, Rochester, New York 14623,

5. If the Defendant fails to make any of the payments within fifteen days of the dates specified in paragraph 3 above, the Stay of Execution shall be immediately dissolved, and the Plaintiff may

forthwith seek to execute upon the total amount of the Judgment, less any payments actually made, using all lawful processes, and

6. If the Defendant makes all payments specified in paragraph 3 above, the Judgment of nondischargeability will be satisfied in full, and it is further

ORDERED, that the Defendant's Motion to Impose Sanctions Against First National Bank of Omaha and Robert S. Cooper, Esq. Pursuant to 11 U.S.C. §1927 and to Grant Further Relief and the Defendant's Motions to Compel Production of Documents, are hereby denied, with prejudice, and without costs or attorney's fees to either party, and it is further

ORDERED, that in consideration of this settlement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Hillary Street and her attorneys, for themselves and their agents, representatives, successors and assigns, hereby release, remise, discharge and hold harmless First National Bank of Omaha and its attorney, agents, representatives, successors and assigns, from any and all claims, demands, debts, liabilities, obligations, torts, causes of action, or other claims for relief, of whatever kind or nature, whether known or unknown, whether suspected or unsuspected, whether accrued in the past or to accrue in the future, which Hillary Street and her attorneys have, may have, claim to have had, or may in the future have arising out of or in any way related to this bankruptcy, this adversary proceeding, and any motions filed herein. Hillary Street and her attorneys do not release, and specifically reserve, any claims for breach of this settlement, and it is further

ORDERED, that in consideration of this settlement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and upon receipt of the payment described in Paragraphs 3 or 5 above (whichever is applicable), First National Bank of Omaha and its attorney, for themselves and their agents, representatives, successors and assigns, hereby release, remise, discharge and hold harmless Hillary Street and her attorneys, their agents, representatives, successors and assigns, from any and all claims, demands, debts, liabilities, obligations, torts, causes of action, or other claims for relief, of whatever kind or nature, whether known or unknown, whether suspected or unsuspected, whether accrued in the past or to accrue in the future, which First National Bank of Omaha and its attorney has, may have, claim to have had, or may in the future have arising out of or in any way related to this bankruptcy, this adversary proceeding, and any motions filed herein. First National Bank of Omaha and its attorney do not release, and specifically reserve, any claims for breach of this settlement.

DATED: Central Islip, New York
December **15**, 2010

/s/ ROBERT E. GROSSMAN
HONORABLE ROBERT E. GROSSMAN
UNITED STATES BANKRUPTCY JUDGE
EASTERN DISTRICT OF NEW YORK

/s/ Robert S. Cooper 11/17/2010
This Consent Order and Judgment prepared by:
Robert S. Cooper, Esq., RC0986
Attorney for Plaintiff
1425 Jefferson Road
Rochester, New York 14623
Telephone: 585-292-1920
Facsimile: 585-292-1925
Email: RCOOPERESQ@aol.com

The parties and their attorneys, having reviewed the abovementioned Order and Judgment, consent to this Court entering this Order and Judgment as settlement of this Adversary Proceeding.

<u>/s/ Hilary Street</u>	<u>12/05/2010</u>
Hilary Street	Date
Defendant	

<u>/s/ Fred S. Kantrow</u>	<u>12/09/2010</u>
Fred S. Kantrow, Esq., FK3499	Date
Attorney for Defendant	
The Law Offices of Avrum J. Rosen, PLLC	
38 New Street	
Huntington, NY 11743	
Telephone: 631-423-8527	
Facsimile: 631-423-4536	
Email: fkantrow@avrumrosenlaw.com	

<u>/s/ Scot Mayo</u>	<u>11/22/2010</u>
Scot Mayo	Date
Department Manager of Recovery	
First National Credit Card Center	
First National Bank of Omaha, Plaintiff	

<u>/s/ Robert S. Cooper</u>	<u>11/17/2010</u>
Robert S. Cooper, Esq., RC0986	Date
Attorney for Plaintiff,	
First National Bank of Omaha	
1425 Jefferson Road	
Rochester, New York 14623	
Telephone: 585-292-1920	
Facsimile: 585-292-1925	
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